

**HCA Management  
Services**

**Group Contract**

**G-44028-TN-1**



PRU 77212-000458-000001

## THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

751 Broad Street  
Newark, New Jersey 07102

# Group Insurance Contract

**Contract Holder: HCA MANAGEMENT SERVICES, LP ON BEHALF OF THE  
PLAN ADMINISTRATION COMMITTEE**

**Group Contract No.: G-44028-TN-1**

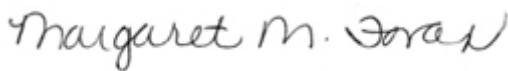
Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.



Secretary



Chief Executive Officer

## Group Short and Long Term Disability Coverages

83500  
COV 5010

(S-2)(44028-20)

# Group Contract Schedule

**Contract Date:** January 1, 2007 and restated as of January 1, 2009

**Contract Anniversaries:** January 1 of each year, beginning in 2010.

**Premium Due Dates:** The Contract Date, and the first day of the month beginning with February.

**Governing Jurisdiction:** State of Tennessee

**Associated Companies:** Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

**Minimum Participation Number:** 25

## INCLUDED EMPLOYERS

Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

The Contract Holder must let Prudential know, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

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**Table of Contents** (as of the Contract Date): The Group Contract includes these forms with an 83500 prefix: COV 5010, GCS 1027, SPR 1001, GR 5075, SCH 1001, APP 1001.

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Attest:



# Schedule of Premium Rates

G-44028-TN-1

**Short Term Disability Coverage**

**Classes of Employees to which this Schedule applies:**

For all active Full-time and Part-time employees who earn \$6,000 or more annually

<b>Applicable Coverage</b>	<b>Monthly Rate Per Employee</b>
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Short Term Disability Coverage	
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<b>Applicable Coverage</b>	<b>Employee Insurance</b>
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Short Term Disability Coverage	
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<b>Age Classification</b>	<b>Monthly Rate per \$100 of weekly benefit</b>
Less than 55 .....	\$19.62
55-59 .....	\$24.288
60-99 .....	\$36.852

## **Long Term Disability Coverage**

### **Classes of Employees to which this Schedule applies:**

For all active Full-time benefit-eligible Employees regularly scheduled to work at least 32 hours per week.

#### **Long Term Disability Coverage**

##### **50% Benefit Option**

<b>Age Classification</b>	<b>Monthly Rate/\$100</b>
< 35	\$0.104
35-39	\$0.134
40-44	\$0.219
45-49	\$0.394
50-54	\$0.559
55-59	\$0.883
60+	\$0.778

##### **60% Benefit Option**

<b>Age Classification</b>	<b>Monthly Rate/\$100</b>
< 35	\$0.142
35-39	\$0.192
40-44	\$0.300
45-49	\$0.541
50-54	\$0.776
55-59	\$1.180
60+	\$1.073

## PERFORMANCE LEVELS

Prudential and the Contract Holder shall, from time to time, establish the performance service levels for each of the services to be measured, which may include, without limitation, standards for plan administration, customer service, phone service and abandonment rates, and timeliness of enrollment, underwriting and claim transactions. Prudential and the Contract Holder shall mutually agree upon a process for determining whether such performance levels have been met and the amount of any such credit that shall be made as a result of failure to meet such performance levels. Unless Prudential and the Contract Holder mutually agree to another process or timeline, a review of Prudential's performance will be done at the end of each calendar year and any applicable credit will be made on a date determined by Prudential and the Contract Holder.

Any amounts so credited shall be paid directly by check to the Contract Holder or to a trustee or other party at the Contract Holder's direction or, at the option of the Contract Holder shall be held by Prudential in an advance premium account and used to adjust premium for future billing periods.

To the extent any portion of the amounts credited or paid to the Contract Holder is required by law (including the Employee Retirement Income Security Act of 1974, as amended) to be used or applied solely for the benefit of Employees covered under this Group Contract, the Contract Holder agrees to use or apply such portion solely for the benefit of such Employees and to otherwise comply with any of its obligations under ERISA or other applicable law. Any funds accumulated in an advance premium account but unused as of the termination of the Group Contract, or any credited amounts otherwise due and unpaid, shall be transferred to the Contract Holder or to a trustee or other party at the Contract Holder's direction for use in connection with the Contract Holder's health and welfare programs. Upon transfer, Prudential shall have no responsibility for the use and/or allocation of any such funds, nor shall Prudential have any continuing obligations under this provision relating to performance levels. This provision does not create any third party beneficiary rights in any insured or other person.

# General Rules

## **A. PAYMENT OF PREMIUMS - GRACE PERIOD.**

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within 60 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

## **B. PREMIUM AMOUNTS.**

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the Employees then insured.

The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two months plus the current month immediately before the date Prudential receives written notice from the Contract Holder that the Employee's insurance has ended.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

No premium charge will be made for an insured Employee under the Employee Long Term Disability Coverage while the Employee:

- (1) is Disabled; and
- (2) is entitled, after the Elimination Period, to benefits under the Coverage.

## **C. PREMIUM RATE CHANGES.**

The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates:

- (1) As of any Premium Due Date; and
- (2) As of any date the extent or nature of the risk assumed is changed for any reason, including the reasons shown below:
  - (a) With respect to the Short Term Disability Coverage, a 15% or more change in the number of covered lives or volume. \*

\*Any rate change due to a 15% or more increase or decrease in the number of covered lives or volume will be effective on the next January 1 following the October annual enrollment. The base line for the first Contract Year and each Contract Year thereafter is the 2006 enrollment number of covered employees.

\*Prudential will provide the Contract Holder with notice of any rate change due to a 15% or more increase or decrease in the number of covered lives or volume at least 4 months before the October annual enrollment.

- (b) With respect to the Short Term Disability Coverage, the 15% change in the number of covered lives or volume does not apply to any spin offs or divestitures of the Contract Holder's facilities. But, it does apply if a division, subsidiary or associated company is added which results in an increase of 15% or more in the number of lives or volume.
- (c) With respect to the Long Term Disability Coverage, a 25% or more change in the number of covered lives or volume.\*\*

\*\*Any rate change due to a 25% or more increase or decrease in the number of covered lives or volume will be effective on the next January 1 following the October annual enrollment. The base line for the first Contract Year and each Contract Year thereafter is the 2009 enrollment number of covered employees.

\*\*Prudential will provide the Contract Holder with notice of any rate change due to a 25% or more increase or decrease in the number of covered lives or volume at least 4 months before the October annual enrollment.

- (d) A significant change occurs in the plan design.
- (e) A new law or a change in any existing law is enacted which applies to this plan.

But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates:

- for Short Term Disability Coverage, within 36 months of the Contract Date.
- for Long Term Disability Coverage, within 48 months of the effective date of the Long Term Disability Coverage.

Prudential will notify the Contract Holder in writing at least 30 days before a premium rate is changed, except as noted in 2(a) and 2(c) above.

#### **D. END OF THE GROUP CONTRACT OR OF AN INSURANCE.**

**During or at End of Grace Period - Failure to Pay Premiums:** If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may write to Prudential, in advance, to ask that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the date requested, but in no event will it end before the date Prudential receives the written request from the Contract Holder.

**On a Premium Due Date - Failure to Maintain Insuring Conditions:** On any Premium Due Date, Prudential may end the part of the Group Contract for Contributory or Non-contributory Employee Insurance or Dependents Insurance under a Coverage if one or more of the following conditions then exists for that part. But notice of its intent to do so must be given to the Contract Holder at least 120 days in advance.

Contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or



- (2) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.

**On a Contract Anniversary:** Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 120 days in advance.

## **E. AGE ADJUSTMENT.**

If an Employee's age is used to determine the premium charge for an Employee's insurance and the age is found to be in error, the amount of the Employee's insurance under any Coverage affected by the change in age will then be adjusted to reflect the amount that the premium paid would have provided at the correct age. The Employer's age used to determine the premium charge is the Employee's age on January 1 for the entire Calendar Year.

## **F. EMPLOYEE'S CERTIFICATE.**

Prudential will give the Contract Holder an individual certificate to give each insured Employee by electronic means. It will describe the Employee's coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

## **G. RECORDS - INFORMATION TO BE FURNISHED.**

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured Employees. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. An Employee's insurance under a Coverage will not be made invalid by failure of the Contract Holder or the Employer, due to clerical error, to record or report the Employee for that insurance.

## **H. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.**

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

## **I. MODIFICATION OF THE GROUP CONTRACT.**

The Group Contract may be amended, at any time, without the consent of the insured Employees or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

- (1) an endorsement on it signed by an officer of Prudential; or
- (2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

But, a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (1) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.
- (2) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 180 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.

## **J. OTHER GOODS AND SERVICES.**

From time to time, only upon prior written consent by the Contract Holder, Prudential may offer or provide Covered Persons or their Beneficiaries certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation beneficiary financial counseling services, employee assistance programs and travel assistance related services) to Covered Persons or their Beneficiaries. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons or their Beneficiaries. Further, Prudential shall not be liable to Covered Persons or their Beneficiaries for the negligent provision of the goods and services by third party vendors.

## **K. CONFORMITY WITH LAW.**

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.

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# Schedule of Plans

**Effective Date:** January 1, 2009

**Group Contract No.:** G-44028-TN-1

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

**Covered Class:**

All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

- (1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
    - (a) With the Program Date of January 1, 2007; and
    - (b) Bearing the code "44028, STD, FT and PT Employees, Ed 08-2006, 19".
  - (2) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
    - (a) With the Program Date of January 1, 2009; and
    - (b) Bearing the code "44028, LTD, All Employees, Ed 08-2009, 31".
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# Application to

## The Prudential Insurance Company of America (Prudential)

**For Group Contract No.** G-44028-TN-1

**Applicant:** HCA MANAGEMENT SERVICES, LP ON BEHALF OF THE PLAN  
ADMINISTRATION COMMITTEE

**Address:** One Park Plaza  
Nashville, Tennessee 37203

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any prior Application for the Group Contract.

HCA MANAGEMENT SERVICES, LP ON BEHALF  
OF THE PLAN ADMINISTRATION COMMITTEE

(By: CMS GP, LLC, its general partner)

\_\_\_\_\_  
(Full or Corporate Name of Applicant)

Dated at \_\_\_\_\_

By \_\_\_\_\_  
(Signature and Title)

On \_\_\_\_\_, 20\_\_\_\_

Witness \_\_\_\_\_  
(To be signed by Resident  
Agent where required by law)

**NOTICE:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.